

**IN THE UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF OKLAHOMA**

UNITED STATES OF AMERICA )  
                                )  
Plaintiff,                 )  
                                )  
v.                             ) CIV-11-0517-D  
                                )  
REAL PROPERTY KNOWN AS 35267 LITTLE RIVER ROAD,     )  
TECUMSEH, OK 74873(TRACTS 5, 6, 7, 8 AND 11)         )  
                                )  
Defendant.                 )

**CLAIM TO PROPERTY SUBJECT TO FORFEITURE**

COMES NOW Milburn Properties, LLC, an Oklahoma Limited Liability Company and PM Property Sales, LLC, an Oklahoma Limited Liability Company, both of 834 N. Kickapoo, Shawnee, OK 74801 ("Claimants"), and for their Claim and Notice Thereof, state as follows:

1. The Claimants assert a claim to Tracts 5-8, 35267 Little River Road, Tecumseh, OK 74873 (hereafter, the "Subject Property"), which may be more particularly described as:

SURFACE ONLY: Tract Five (5), SHADOLAKE MEADOWS ESTATES, a tract of land being located in the Northwest Quarter (NW/4) of Section Six (6), Township Eight (8) North, Range Three (3) East of the Indian Meridian, Pottawatomie County, Oklahoma, described as follows: beginning at a point 1796.01 feet East of the Northwest Corner (NW/C) of the said NW/4; thence S00°44'21"E and distance of 1318.10 feet; thence N89°58'36"W a distance of 165.26 feet; thence N00°44'21"W a distance of 1318.03 feet; thence East a distance of 165.26 feet to the point of beginning, containing 5.00 acres more or less and subject to easements and rights of way of record.

SURFACE ONLY: Tract Six (6), SHADOLAKE MEADOWS ESTATES, a tract of land being located in the Northwest Quarter (NW/4) of Section Six (6), Township Eight (8) North, Range Three (3) East of the Indian Meridian, Pottawatomie County, Oklahoma, described as follows: beginning at a point 1630.75 feet East of the Northwest Corner (NW/C) of the said NW/4; thence S00°44'21"E and distance of 1318.03 feet; thence N89°58'36"W a distance of 165.26 feet; thence N00°44'21"W a distance of 1318.97 feet; thence East a distance of 165.26 feet to the point of beginning, containing 5.00 acres more or less and subject to easements and rights of way of record.

SURFACE ONLY: Tract Seven (7), SHADOWLAKE MEADOWS ESTATES, a tract of land being located in the Northwest Quarter (NW/4) of Section Six (6), Township Eight (8) North, Range Three (3) East of the Indian Meridian, Pottawatomie County, Oklahoma, described as follows: beginning at a point 1465.49 feet East of the Northwest Corner (NW/C) of the said NW/4; thence S00°44'21"E and distance of 1317.97 feet; thence N89°58'36"W a distance of 165.27 feet; thence N00°44'21"W a distance of 1317.90 feet; thence East a distance of 165.27 feet to the point of beginning, containing 5.00 acres more or less and subject to easements and rights of way of record.

SURFACE ONLY: Tract Eight (8), SHADOWLAKE MEADOWS ESTATES, a tract of land being located in the Northwest Quarter (NW/4) of Section Six (6), Township Eight (8) North, Range Three (3) East of the Indian Meridian, Pottawatomie County, Oklahoma, described as follows: beginning at a point 1300.22 feet East of the Northwest Corner (NW/C) of the said NW/4; thence S00°44'21"E and distance of 1317.90 feet; thence N89°58'36"W a distance of 165.51 feet; thence N00°44'21"W a distance of 1308.76 feet; thence N82°04'03"E a distance of 65.66 feet; thence East a distance of 100.36 feet to the point of beginning, containing 5.00 acres more or less and subject to easements and rights of way of record.

2. The Claimants have an interest in the property by virtue of a Real Estate Contract, Real Estate Mortgage, and Installment Note executed by Lance E. Faulkner and Linda M. Faulkner in favor of Paul M. Milburn Trust u/t/a 4/1/98 on March 26, 2004. The Real Estate Contract is attached hereto as Exhibit "1," the Real Estate Mortgage is attached hereto as Exhibit "2," the Installment Note is attached hereto as Exhibit "3," and all of these instruments are incorporated by reference herein. To date, Faulkner has continued to make his installment payments per the contract. The amount for payoff for the Subject Property is \$30,369.84 as of April 6, 2011.

3. On April 1, 2011, the Paul M. Milburn Trust assigned the Note to PM Property Sales, LLC. On May 2, 2011, the Milburn Trust filed a quit claim deed to the Subject Property in favor of Milburn Property, LLC; this instrument is perfected in the records of the Pottawatomie County Clerk at Instrument Number 2011-6334. The Assignment is attached hereto as Exhibit "4," and incorporated by reference herein. The Quit Claim Deed is attached hereto as Exhibit "5," and incorporated by reference herein.

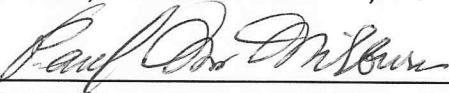
4. Pursuant to 18 U.S.C. § 983(d), the Claimants are innocent owners of the Subject Property. The Claimants engaged in an arms-length transaction to sell the Subject Property to Faulkner, a medical doctor. The Claimants' relationship to Dr. Faulkner was nothing more than that of debtor and creditor engaged in the ordinary course of business. The Claimants did not know nor did they have any way of knowing that any illegal conduct giving rise to forfeiture took place.

WHEREFORE, the Claimants request that any forfeiture of the Subject Property be conducted without extinguishing the Claimants' interest in the Subject Property and that the Claimants be compensated for their interest in the Subject Property.

DATED this 29th day of June, 2011.



Paul M. Milburn, Trustee of Milburn Trust  
MANAGER, MILBURN PROPERTY, LLC



Paul M. Milburn, Trustee of Milburn Trust  
MANAGER, PM PROPERTY SALES, LLC

/s/ Robert S. Duran, Jr.

ROBERT S. DURAN, JR., OBA #20683  
GEORGE WRIGHT, OBA #21873  
STUART CLOVER DURAN THOMAS & VORNDRAN  
P.O. Box 1925/128 N. Broadway  
Shawnee, OK 74802-1925  
(405) 275-0700 Phone / (405) 275-6805 Fax  
[george@scdtlaw.com](mailto:george@scdtlaw.com)  
ATTORNEYS FOR CLAIMANTS

CERTIFICATE OF SERVICE

This certifies that on the 29th day of June, 2011, a true and correct copy of the foregoing notice of motion was mailed by first class mail addressed to:

Daniel P. Lennington  
Assistant U.S. Attorney  
Bar Number: 21577  
210 W. Park Ave., Suite 400  
Oklahoma City, OK 73102  
(405) 553-8871 Office  
(405) 533-8888 Fax  
[Daniel.lennington@usdoj.gov](mailto:Daniel.lennington@usdoj.gov)

/s/ Robert S. Duran, Jr.

ROBERT S. DURAN, JR.

Buyer(s): Lance E. Faulkner and  
Linda M. Faulkner, husband and wife  
322 W. MacArthur  
Shawnee, Okla 74804

Seller: Paul M. Milburn, Trustee of the  
PAUL M. MILBURN TRUST u/t/a 4/1/98  
834 N. Kickapoo  
Shawnee, OK 74801

The Seller agrees to sell and the Buyer(s) agrees to purchase the following described real estate:  
SURFACE ONLY: Tracts #5, #6, #7 and #8 SHADY LAKE MEADOWS ESTATES, part of  
the NW 1/4 of Sec. 6, T-8-N, R-3-E, I.M. Pottawatomie County, Oklahoma,  
Subject to all easements and rights-of-way of record.

The following paperwork will be prepared relative to this sale: Disclosure Statement, Warranty Deed, Installment Note, Mortgage With Power of Sale, and Amortization Schedule.

The Seller retains the option of not recording and delivering the Warranty Deed to the Buyer(s) until 50% of the Purchase Price has been paid.

To be paid as follows:

DOWN PAYMENT: \$15,000.00 paid with contract dated 1-20-04

\$600.00 paid by 12-15-04  
\$600.00 paid by 1-15-05  
\$21,000.00 total down payment LR LMK

Seller to drill well (No pump or installation of pump)

Seller to install septic system. Septic System to include a 1,000 gallon tank and 1277 ft of E.T.A type lateral lines (3 bedroom home)

Note: Seller will not record deed until liens are satisfied or until an agreement in writing between Paul M. Milburn and buyer.

This contract is being written to replace contract dated 2-20-04 because of needing an E.T.A type septic system  
at 1 3/4 % Simple Interest for 26 years.

PURCHASE PRICE: \$600.00 paid by 11-15-04

Purchase Price \$ 73,050.00

Less Down Payment - 21,000.00 \*

=Loan Balance \$ 52,050.00

Buyer(s) is paying \$ 15,000.00 as earnest money which will be applied to the Down Payment mentioned above. The Balance of the Down Payment will be \$ 6,000.00 which is to be paid at closing. \* as shown above.

Monthly payments, to be applied towards the Loan Balance, will begin February 15, 2005 in the amount of \$564.07.

Payments will be made to: Paul M. Milburn, Trustee of the PAUL M. MILBURN TRUST u/t/a 4/1/98  
834 N. Kickapoo  
Shawnee, OK 74801

This sale is subject to satisfactory credit of the Buyer(s). If not approved by the Seller, the earnest money is to be refunded. The Buyer(s) will pay a Credit Processing Fee of \$25.00 which is nonrefundable. PAID w/ CONTRACT 2-20-04

The cost of recording the Warranty Deed and Mortgage is \$30.00, which is to be paid by the Buyer(s) at the time of closing. PAID w/ CONTRACT 2-20-04

Taxes on the property will be approximately \$701.28 (estimated) per year and will be pro-rated between Buyer(s) and Seller for the year 2004. Buyer(s) are to pay pro-rata share of 2004 taxes at the end of the year.

Buyer(s) have the privilege of early payment of principal without penalty. Early principal payments should be made in multiples of the principal as shown on the amortization schedule and paid at the same time or prior to the due date of a regular monthly payment. (NOTE: INTEREST CAN BE SAVED BY PAYING EXTRA PRINCIPAL PAYMENTS.)

Seller is not obligated to furnish an abstract. Property has been priced with no abstract. Buyer(s) has the option of purchasing an abstract from Abstractor. Seller will furnish Merchantable Title as defined by the Title Examination Standards of the Oklahoma Bar Association. Seller shall not be obligated to expend in excess of \$750.00 to perfect title should there be any requirements.

An event of default as provided under this Real Estate Contract and/or Installment Note shall constitute an event of default under any other existing Real Estate Contract/Installment Note from Buyer to the Paul M. Milburn Trust, and an event of default under such other existing Real Estate Contract and/or Installment Note shall constitute an event of default under this Real Estate Contract/Installment Note; and shall entitle the Paul M. Milburn Trust to exercise any and all remedies thereunder.

In the event the Buyer(s) fails or refuses to carry out this agreement by not abiding by the provisions and conditions of this agreement, all money is to be forfeited to Seller as agreed liquidated damages, and this Contract is null and void and all parties are released.

Buyer(s) Initials LER LMK

Seller's Initials PM

REVISED LAND CONTRACT 04/29/03

EXHIBIT

- 1) At the time for recording the Warranty Deed, the Seller may check records at the county court house for any liens on Buyer(s). at that time there are liens, Seller will not record deed until the liens are satisfactorily satisfied or an agreement between Paul Milburn or his assigns and Buyer(s) is made in writing. An exception may be made by Seller and exclude Warranting title for liens caused by Buyer(s).
- 2) If for some reason it becomes necessary for Paul M. Milburn or his assigns to take property back, the Buyer(s) agrees to remove their personal property and remove any trash or unsightly material immediately. Buyer(s) understands that it is illegal to remove permanent improvements such as buildings, attachments to buildings or property, fencing, etc. Buyer(s) also understands that the improvements become fixtures of the real estate and are to remain unharmed with the property. Any exception to this would need to be agreed to in writing by Paul M. Milburn or his assigns.
- 3) Buyer(s) is aware that Paul M. Milburn Acreages does not provide percolation tests on all acreages sold. If a percolation test has already been done on any property being sold, then seller will furnish a copy of the test at closing. If seller is to install the sep system as part of the sales price, the percolation test will be at sellers expense. Otherwise, percolation test to be done at buyer's expense.
- 4) Buyer(s) is aware that Paul M. Milburn is a licensed Real Estate Broker. Buyer(s) is also aware that Richard Kasterke is a licensed Sales Associate and is compensated for selling property for Paul M. Milburn Trust, Owner/Agent.

5) Buyer(s) has read, understands and received a copy of the Restrictive and Protective Covenants for this property, if applicable before entering into and signing this contract to purchase property within this development. Buyer(s) hereby agrees to abide by the restrictions and protective covenants and their intent.

APPLICABLE  NOT APPLICABLE Buyer's Initials CR Sellers Initials LMB PK

6) Seller to drill well (no pump, tank or installation of pump and tank) and install septic system to include 1000 gallon tank at between 300ft. and 600 ft. of lateral lines to meet requirements for a 3 bedroom home to be installed after the home has been moved onto the property. If, after the percolation test is completed, an ETA type septic system is required, seller will install a 1000 gallon tank and 792 ft. of ETA type lateral lines in Logan and McClain Counties or 958 ft. of ETA type lateral lines in Lincoln and Pottawatomie Counties, which would be rated for a 2 bedroom home. If an ETA system is required, the contract will need to be rewritten within 15 days after the result of the percolation test are known to increase the price by \$1,700.00 for the extra expense of the ETA Septic System. If buyer chooses to have an ETA System for a 3 bedroom home, seller will install a 1000 gallon tank at 1056 ft. of ETA type lateral lines in Logan and McClain Counties or 1277 ft. of ETA type lateral lines in Lincoln and Pottawatomie Counties; the extra expense will be \$3,000.00. The buyer is to do all clearing and provide access for installation of the Well and Septic System. The buyers are aware that the installation may be delayed due to bad weather and/or a work backlog of the installer. Seller retains option to install the septic system prior to home being moved onto the property if it simplifies the installation of the septic system. Buyer understands that there may be some settling around septic tank and lateral lines and it may be necessary for the Buyer to rake in the dirt to fill this settling.

APPLICABLE  NOT APPLICABLE Buyer's Initials CR Sellers Initials LMB PK

7) Buyer(s) is responsible for the installation of the septic system. Buyer(s) understands and agrees that this property must have a septic system approved by the Department of Environmental Quality prior to living on it. Certification that this system is approved must be placed on file with the area Department of Environmental Quality as soon as installation is completed. Buyer(s) is aware that fines of up to \$10,000.00 may be levied by the Department of Environmental Quality if a legal septic system is not installed.

APPLICABLE  NOT APPLICABLE Buyer's Initials CR Sellers Initials LMB PK

8) Due to the fact that more and more electric, gas, telephone, cable and other lines are being put underground, Seller strongly recommends that Buyer(s) contact OKIE (1-800-522-6543) 48 hours prior to placing their home or doing any type of digging. Buyer(s) understands that all underground lines or structures may not be shown on the information supplied to the Buyer(s) by the Seller.

APPLICABLE Buyer's Initials CR Sellers Initials LMB PK

C. S. F.  
Buyer (Signature)

Seller: Paul M. Milburn, Trustee of the  
PAUL M. MILBURN TRUST u/t/a 4/1/98

Lance E. Faulkner  
Buyer (Print Name)

Linda M. Faulkner  
Co-Buyer (Signature)

Linda M. Faulkner  
Co-Buyer (Print Name)

3-24-04

Date

Closing will be at 11:00, A.M., Friday, March 26, 2004,  
at 834 N. Kickapoo, Shawnee, OK 74801.

**REAL ESTATE MORTGAGE WITH POWER OF SALE**

KNOW ALL MEN BY THESE PRESENTS:

That Lance E. Faulkner and Linda M. Faulkner, Husband and Wife, of Pottawatomie County, State of Oklahoma, hereinafter called Mortgagor, whether one or more, hereby mortgages to Paul M. Milburn, Trustee of the PAUL M. MILBURN TRUST u/t/a 4/1/98, of Pottawatomie County, Oklahoma, hereinafter called Mortgagee, the following described real estate and premises situated in Pottawatomie County, State of Oklahoma, to wit:

SURFACE ONLY: Tract Five (5), SHADOWLAKE MEADOWS ESTATES, a tract of land being located in the Northwest Quarter (NW/4) of Section Six (6), Township Eight (8) North, Range Three (3) East of the Indian Meridian, Pottawatomie County, Oklahoma, described as follows: beginning at a point 1796.01 feet East of the Northwest Corner (NW/C) of the said NW/4: thence S00°44'21"E a distance of 1318.10 feet; thence N89°58'36"W a distance of 165.26 feet; thence N00°44'21"W a distance of 1318.03 feet; thence East a distance of 165.26 feet to the point of beginning, containing 5.00 acres, more or less.

According to Plat of Survey dated 10-29-03

AND

SURFACE ONLY: Tract Six (6), SHADOWLAKE MEADOWS ESTATES, a tract of land being located in the Northwest Quarter (NW/4) of Section Six (6), Township Eight (8) North, Range Three (3) East of the Indian Meridian, Pottawatomie County, Oklahoma, described as follows: beginning at a point 1630.75 feet East of the Northwest Corner (NW/C) of the said NW/4: thence S00°44'21"E a distance of 1318.03 feet; thence N89°58'36"W a distance of 165.26 feet; thence N00°44'21"W a distance of 1317.97 feet; thence East a distance of 165.26 feet to the point of beginning, containing 5.00 acres, more or less.

According to Plat of Survey dated 10-29-03

AND

SURFACE ONLY: Tract Seven (7), SHADOWLAKE MEADOWS ESTATES, a tract of land being located in the Northwest Quarter (NW/4) of Section Six (6), Township Eight (8) North, Range Three (3) East of the Indian Meridian, Pottawatomie County, Oklahoma, described as follows: beginning at a point 1465.49 feet East of the Northwest Corner (NW/C) of the said NW/4: thence S00°44'21"E a distance of 1317.97 feet; thence N89°58'36"W a distance of 165.27 feet; thence N00°44'21"W a distance of 1317.90 feet; thence East a distance of 165.27 feet to the point of beginning, containing 5.00 acres, more or less.

According to Plat of Survey dated 10-29-03

AND

SURFACE ONLY: Tract Eight (8), SHADOWLAKE MEADOWS ESTATES, a tract of land being located in the Northwest Quarter (NW/4) of Section Six (6), Township Eight (8) North, Range Three (3) East of the Indian Meridian, Pottawatomie County, Oklahoma, described as follows: beginning at a point 1300.22 feet East of the Northwest Corner (NW/C) of the said NW/4: thence S00°44'21"E a distance of 1317.90 feet; thence N89°58'36"W a distance of 165.51 feet; thence N00°44'21"W a distance of 1308.76 feet; thence N82°04'03"E a distance of 65.66 feet; thence East a distance of 100.36 feet to the point of beginning, containing 5.00 acres, more or less.

According to Plat of Survey dated 10-29-03

with all improvements thereon and appurtenances thereunto belonging (hereinafter referred to as the "Mortgaged Property"). Mortgagor warrants the title to the same.

This Mortgage is given to secure the payment and/or performance of the following:

- (a) Mortgagor's Promissory Note of even date with principal sums of \$52,050.00 with interest thereon at the rate of 11 1/4 percent per annum from date hereof, payable at the rate of \$564.07 per month as provided in said promissory note, together with all renewals thereof.
- (b) All sums advanced or paid by Mortgagee on account of the failure of Mortgagor to comply with the terms or covenants of this Mortgage or any note, agreement or other document signed by the Mortgagor;
- (c) All loans and advances and all renewals of loans which Mortgagee may hereafter make to Mortgagor;
- (d) All other and additional debts, obligations and liabilities of every kind and character of Mortgagor now existing or hereafter arising in favor of Mortgagee, whether direct or indirect, absolute or contingent, or originally payable to Mortgagee or any other person; and any renewals or extensions thereof.

Mortgagor further agrees:

- (a) to pay the indebtedness and perform the obligations secured hereby as and when such payment or performance becomes due;
- (b) to pay and discharge all taxes and assessments before the same become delinquent;
- (c) to keep all improvements insured and under policies which are acceptable to, and for the benefit of, the Mortgagee;
- (d) to cure all title defects or clouds on or claims against Mortgagor's title which may arise or be discovered;
- (e) to keep all improvements in good condition and repair or replace any damaged or destroyed improvements;

(Continued on page 2 of 2)

SIGNATURE(S) AND ACKNOWLEDGMENT on page 2 of 2

EXHIBIT  
2

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Mortgagor hereby confers on Mortgagee the power to sell the real estate described herein and the interest of persons therein in the manner provided in the "Oklahoma Power of Sale Mortgage Foreclosure Act", (Title 46, Oklahoma Statutes, Sections 43 through 47). The Mortgagee, at its option, may either exercise the power of sale or foreclose this Mortgage as provided by law in the event the Mortgagor:

- (a) defaults in the payment of any indebtedness secured hereby; or
- (b) fails to perform any covenant or agreement contained herein or in any other indebtedness, obligation or agreement of the Mortgagor to the Mortgagee; or
- (c) sells, conveys, transfers, mortgages, hypothecates, or in any other manner ceases to be the owner of all or any portion or interest of the Mortgaged Property

As often as any proceedings may be taken to foreclose this Mortgage, the Mortgagor agrees to pay the Mortgagee a reasonable attorney's fee of at least \$2,000.00 or 18 percent of the amount due, whichever is greater, in addition to other sums due, which shall be secured hereby. Upon the due payment of the indebtedness described above, and upon the performance of the other covenants and agreements hereof by the Mortgagor, this Mortgage shall become null and void, and discharged of record at the cost of the Mortgagor, which cost Mortgagor agrees to pay.

The Mortgagor, in the event of foreclosure hereunder, hereby waives appraisement of said premises, or not, at the option of the Mortgagee to be declared when the Petition to Foreclose is filed or when Judgment is taken.

"A power of sale has been granted in this mortgage. A power of sale may allow the Mortgagee to take the Mortgaged Premises and sell it without going to court in a foreclosure action upon default by the Mortgagor under this mortgage."

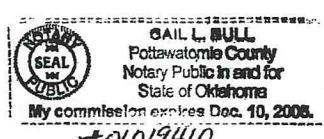
Signed and delivered this 26th day of March, 2004.

  
Lance E. Faulkner

  
Linda M. Faulkner

State of Oklahoma )  
                      )  
                      )ss:  
County of Pottawatomie )

BEFORE ME, the undersigned, a Notary Public in and for said County and State, this 26th day of March, 2004, personally appeared Lance E. Faulkner and Linda M. Faulkner, Husband and Wife, to me known to be the identical persons who executed the above and foregoing instrument and acknowledge to me that they executed the same as their own free and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and seal the day and year last written above.



My Commission Expires:  
(SEAL)

  
Gail L. Bull  
Notary Public

M 80  
04

## DISCLOSURE STATEMENT

Name and Address of Creditor: Paul M. Milburn Trust U/T/A dated 4/1/98  
 834 N. Kickapoo  
 Shawnee, OK 74801

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost you.	AMOUNT FINANCED The amount of credit provided to you or on your behalf.	TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled	TOTAL SALE PRICE The total cost of your purchase on credit, including your down-payment of \$ <u>21,000.00</u>
<u>11 3/4 %</u>	<u>\$ 83,326.49</u>	<u>\$ 52,050.00</u>	<u>\$ 135,376.49</u> E	<u>\$ 156,376.49</u> E

Your payment schedule will be:

Number of Payments	Amount of Payments <i>(PPM)</i>	When Payments Are Due
<u>239</u>	<u>\$ 567.04</u> <i>564.07</i>	Monthly beginning <u>2/15/05</u>
<u>1</u>	<u>563.76</u>	

Security: You are giving us a mortgage on the property (land) being purchased.  
*+\$30.00 filing fees (paid with contract dated 2-20-04)*

Filing fees and taxes: \$ 701.28 estimated taxes

Late Charge: If any payment is late, the interest rate on your unpaid balance will increase to 18% per annum until the late payment has been paid in full.

Prepayment: If you pay off early, you will not have to pay a penalty, but you will not be entitled to a refund of the prepaid finance charge.

See your Real Estate Contract, Promissory Note, Mortgage and other contract documents for additional information about security interests, nonpayment, default, and the right to require repayment in full before the scheduled maturity date.

JPP | MF  
 "E" means an estimate.

## INSTALLMENT NOTE

\$52,050.00March 26, 2004

For value received, I, we, or either of us, each as principal, promise to pay to the order of Paul M. Milburn, Trustee of the PAUL M. MILBURN TRUST u/t/a 4/1/98 at 834 N. Kickapoo, Shawnee, Oklahoma the sum of \$52,050.00, Fifty Two Thousand Fifty and 00/100 DOLLARS, and interest from date until paid at the rate of 11 1/4 percent per annum, payable in monthly installments commencing on the 15th day of February, 2005 and on the 15th day of each consecutive month thereafter until paid in full. Each installment shall be \$564.07, Five Hundred Sixty Four and 07/100 DOLLARS, except the last shall be an amount sufficient to pay the remaining balance of the principal and interest.

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost me.	AMOUNT FINANCED The amount of credit provided to me on my behalf.	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments.	I have the right to receive at this time an itemization of the amount financed. <input checked="" type="checkbox"/> YES - I want an itemization. <input type="checkbox"/> NO - I do not want an itemization.
11% 11 1/4%	\$83,326.49	\$52,050.00	\$135,376.49	
<b>My Payment Schedule will be:</b>				
Number of Payments 239	Amount of Payments \$564.07	When Payments Are Due <u>February 15, 2005</u>		"e" means an estimate  \$00.00 Filing Fee \$00.00 Credit Report Fee \$00.00 Total Fees
*1	\$563.76			

\*Last payment may be slightly different to make total correct.

LATE CHARGE - If a payment is late, you will be charged 18% percent per annum from the date of default.

X The note has a demand feature.  
(brief description of other property)

SECURITY - I am giving a security interest in the goods or property being purchased.

Required Deposit - The annual percentage rate does not take into account my required deposit.

Prepayment - If I pay off this note early, I will not have to pay a minimum finance charge.

Assumption - Someone buying the property securing this obligation cannot assume the remainder of the obligation of the original terms.

I can see my contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, prepayment, refunds and penalties.

The interest on each installment and the interest on the unpaid balance of the principal sum are to be deducted from each payment and the remainder applied on the principal. The makers, endorsers and guarantors agree that upon failure to pay any installment at its maturity the holder hereof at his option may declare the balance remaining unpaid on this note, less unearned interest, immediately due and payable, which balance shall bear interest at the rate of 18 percent per annum from the date of default. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. The lender acknowledges the debtors right to prepay in full both the unpaid balance without penalty at any time prior to the date of final payment initially agreed upon.

"An event of default as provided under this Real Estate Contract and/or Installment Note shall constitute an event of default under any other existing Real Estate Contract/Installment Note from Buyer to the Paul M. Milburn Trust, and an event of default under such other existing Real Estate Contract and/or Installment Note shall constitute an event of default under this Real Estate Contract/Installment Note; and shall entitle Paul M. Milburn Trust to exercise any and all remedies thereunder."

The makers, endorsers, sureties, and guarantors of this note severally waive demand and presentment for payment, protest, and notice of protest and of nonpayment and agree and consent that after the maturity of this note or of any installment hereof, the time for its payment or the payment of any such installment may be extended from time to time by agreement between the holder hereof and any of them without notice to the others, and that after such extensions each of them shall remain bound for the payment hereof notwithstanding such extension or extensions. If this note or any sum herein agreed to be paid is not paid when due, the undersigned severally agrees to pay costs of collection and if this note is placed in the hands of an attorney for collection, or representation in bankruptcy court, reasonable attorney's fees incurred of at least \$2,000.00 or 18 percent, whichever is greater.

On the sale or transfer of all or any part of the real property described herein or any interest therein holder may at holder's option, declare all the sums secured by this note to be immediately due and payable and holder may invoke any remedies permitted by the terms of the note. This option shall not apply in the case of transfers by devise or descent or by operation of law upon the death of a joint tenant or joint owner. This note secured by Real Estate Mortgage with Power of Sale.

Lance E. Faulkner  
Lance E. Faulkner

Linda M. Faulkner  
Linda M. Faulkner

EXHIBIT

## INSTALLMENT NOTE

\$52,050.00March 26, 2004

For value received, I, we, or either of us, each as principal, promise to pay to the order of Paul M. Milburn, Trustee of the PAUL M. MILBURN TRUST u/t/a 4/1/98 at 834 N. Kickapoo, Shawnee, Oklahoma the sum of **\$52,050.00, Fifty Two Thousand Fifty and 00/100 DOLLARS**, and interest from date until paid at the rate of **11 1/4** percent per annum, payable in monthly installments commencing on the **15th** day of **February, 2005** and on the **15th** day of each consecutive month thereafter until paid in full. Each installment shall be **\$564.07, Five Hundred Sixty Four and 07/100 DOLLARS**, except the last shall be an amount sufficient to pay the remaining balance of the principal and interest.

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost me.	AMOUNT FINANCED The amount of credit provided to me on my behalf.	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments.	I have the right to receive at this time an itemization of the amount financed. <input checked="" type="checkbox"/> YES - I want an itemization. <input type="checkbox"/> NO - I do not want an itemization.
11 1/4%	\$83,326.49	\$52,050.00	\$135,376.49	
<b>My Payment Schedule will be:</b>				"c" means an estimate
Number of Payments 239	Amount of Payments \$564.07	When Payments Are Due February 15, 2005		\$0.00 Filing Fee
*1	\$563.76			\$0.00 Credit Report Fee
				\$0.00 Total Fees

\*Last payment may be slightly different to make total correct.

<input checked="" type="checkbox"/> LATE CHARGE - If a payment is late, you will be charged 18% percent per annum from the date of default.	<input checked="" type="checkbox"/> The note has a demand feature.
<input checked="" type="checkbox"/> SECURITY - I am giving a security interest in the goods or property being purchased.	<input type="checkbox"/> (brief description of other property)
<input checked="" type="checkbox"/> Required Deposit - The annual percentage rate does not take into account my required deposit.	
<input checked="" type="checkbox"/> Prepayment - If I pay off this note early, I will not have to pay a minimum finance charge.	
<input checked="" type="checkbox"/> Assumption - Someone buying the property securing this obligation cannot assume the remainder of the obligation of the original terms. I can see my contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, prepayment, refunds and penalties.	

The interest on each installment and the interest on the unpaid balance of the principal sum are to be deducted from each payment and the remainder applied on the principal. The makers, endorsers and guarantors agree that upon failure to pay any installment at its maturity the holder hereof at his option may declare the balance remaining unpaid on this note, less unearned interest, immediately due and payable, which balance shall bear interest at the rate of 18 percent per annum from the date of default. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. The lender acknowledges the debtors right to prepay in full both the unpaid balance without penalty at any time prior to the date of final payment initially agreed upon.

"An event of default as provided under this Real Estate Contract and/or Installment Note shall constitute an event of default under any other existing Real Estate Contract/Installment Note from Buyer to the Paul M. Milburn Trust, and an event of default under such other existing Real Estate Contract and/or Installment Note shall constitute an event of default under this Real Estate Contract/Installment Note; and shall entitle Paul M. Milburn Trust to exercise any and all remedies thereunder."

The makers, endorsers, sureties, and guarantors of this note severally waive demand and presentment for payment, protest, and notice of protest and of nonpayment and agree and consent that after the maturity of this note or of any installment hereof, the time for its payment or the payment of any such installment may be extended from time to time by agreement between the holder hereof and any of them without notice to the others, and that after such extensions each of them shall remain bound for the payment hereof notwithstanding such extension or extensions. If this note or any sum herein agreed to be paid is not paid when due, the undersigned severally agrees to pay costs of collection and if this note is placed in the hands of an attorney for collection, or representation in bankruptcy court, reasonable attorney's fees incurred of at least \$2,000.00 or 18 percent, whichever is greater.

On the sale or transfer of all or any part of the real property described herein or any interest therein holder may at holder's option, declare all the sums secured by this note to be immediately due and payable and holder may invoke any remedies permitted by the terms of the note. This option shall not apply in the case of transfers by devise or descent or by operation of law upon the death of a joint tenant or joint owner. This note secured by Real Estate Mortgage with Power of Sale.

Lance E. Faulkner  
Lance E. Faulkner

Linda M. Faulkner  
Linda M. Faulkner

The undersigned hereby assign, transfer and set over, without recourse, to PM PROPERTY SALES, LLC, an Oklahoma limited liability company, all his right, title and interest in and to the certain Installment Note and / or Real Estate Mortgage with "Power of Sale".

Signed: Paul M. Milburn Date: 4/1/11  
PAUL M. MILBURN, Trustee of the  
PAUL M. MILBURN TRUST, u/t/a, 4/1/98

EXHIBIT

REAL ESTATE MORTGAGE WITH POWER OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That Lance E. Faulkner and Linda M. Faulkner, Husband and Wife, of Pottawatomie County, State of Oklahoma, hereinafter called Mortgagor, whether one or more, hereby mortgages to Paul M. Milburn, Trustee of the PAUL M. MILBURN TRUST u/a 4/1/98, of Pottawatomie County, Oklahoma, hereinafter called Mortgagee, the following described real estate and premises situated in Pottawatomie County, State of Oklahoma, to wit:

**SURFACE ONLY:** Tract Five (5), SHADOWLAKE MEADOWS ESTATES, a tract of land being located in the Northwest Quarter (NW/4) of Section Six (6), Township Eight (8) North, Range Three (3) East of the Indian Meridian, Pottawatomie County, Oklahoma, described as follows: beginning at a point 1796.01 feet East of the Northwest Corner (NW/C) of the said NW/4; thence S00°44'21"E a distance of 1318.10 feet; thence N89°58'36"W a distance of 165.26 feet; thence N00°44'21"W a distance of 1318.03 feet; thence East a distance of 165.26 feet to the point of beginning, containing 5.00 acres, more or less.

According to Plat of Survey dated 10-29-03

AND

**SURFACE ONLY:** Tract Six (6), SHADOWLAKE MEADOWS ESTATES, a tract of land being located in the Northwest Quarter (NW/4) of Section Six (6), Township Eight (8) North, Range Three (3) East of the Indian Meridian, Pottawatomie County, Oklahoma, described as follows: beginning at a point 1630.75 feet East of the Northwest Corner (NW/C) of the said NW/4; thence S00°44'21"E a distance of 1318.03 feet; thence N89°58'36"W a distance of 165.26 feet; thence N00°44'21"W a distance of 1317.97 feet; thence East a distance of 165.26 feet to the point of beginning, containing 5.00 acres, more or less.

According to Plat of Survey dated 10-29-03

AND

**SURFACE ONLY:** Tract Seven (7), SHADOWLAKE MEADOWS ESTATES, a tract of land being located in the Northwest Quarter (NW/4) of Section Six (6), Township Eight (8) North, Range Three (3) East of the Indian Meridian, Pottawatomie County, Oklahoma, described as follows: beginning at a point 1465.49 feet East of the Northwest Corner (NW/C) of the said NW/4; thence S00°44'21"E a distance of 1317.97 feet; thence N89°58'36"W a distance of 165.27 feet; thence N00°44'21"W a distance of 1317.90 feet; thence East a distance of 165.27 feet to the point of beginning, containing 5.00 acres, more or less.

According to Plat of Survey dated 10-29-03

AND

**SURFACE ONLY:** Tract Eight (8), SHADOWLAKE MEADOWS ESTATES, a tract of land being located in the Northwest Quarter (NW/4) of Section Six (6), Township Eight (8) North, Range Three (3) East of the Indian Meridian, Pottawatomie County, Oklahoma, described as follows: beginning at a point 1300.22 feet East of the Northwest Corner (NW/C) of the said NW/4; thence S00°44'21"E a distance of 1317.90 feet; thence N89°58'36"W a distance of 165.51 feet; thence N00°44'21"W a distance of 1308.76 feet; thence N82°04'03"E a distance of 65.66 feet; thence East a distance of 100.36 feet to the point of beginning, containing 5.00 acres, more or less.

According to Plat of Survey dated 10-29-03

with all improvements thereon and appurtenances thereunto belonging (hereinafter referred to as the "Mortgaged Property"). Mortgagor warrants the title to the same.

This Mortgage is given to secure the payment and/or performance of the following:

- (a) Mortgagor's Promissory Note of even date with principal sums of \$52,050.00 with interest thereon at the rate of 11 1/4 percent per annum from date hereof, payable at the rate of \$564.07 per month as provided in said promissory note, together with all renewals thereof.
- (b) All sums advanced or paid by Mortgagee on account of the failure of Mortgagor to comply with the terms or covenants of this Mortgage or any note, agreement or other document signed by the Mortgagor;
- (c) All loans and advances and all renewals of loans which Mortgagee may hereafter make to Mortgagor;
- (d) All other and additional debts, obligations and liabilities of every kind and character of Mortgagor now existing or hereafter arising in favor of Mortgagee, whether direct or indirect, absolute or contingent, or originally payable to Mortgagee or any other person; and any renewals or extensions thereof.

Mortgagor further agrees:

- (a) to pay the indebtedness and perform the obligations secured hereby as and when such payment or performance becomes due;
- (b) to pay and discharge all taxes and assessments before the same become delinquent;
- (c) to keep all improvements insured and under policies which are acceptable to, and for the benefit of, the Mortgagee;
- (d) to cure all title defects or clouds on or claims against Mortgagor's title which may arise or be discovered;
- (e) to keep all improvements in good condition and repair or replace any damaged or destroyed improvements;

(Continued on page 2 of 2)

SIGNATURE(S) AND ACKNOWLEDGMENT on page 2 of 2

The undersigned hereby conveys, transfers and sets over, without consideration, to the MORTGAGEE SALUS, L.L.C., an Oklahoma limited liability company, all his right, title and interest in and to the certain Instrument Note and / or Real Estate Mortgage with "Power of Sale".

Signed  Date: 4/1/11  
PAUL M. MILBURN, Trustee of the  
PAUL M. MILBURN TRUST, Oklahoma, April 1, 2011.

Page 2 of 2

Mortgagor hereby confers on Mortgagee the power to sell the real estate described herein and the interest of persons therein in the manner provided in the "Oklahoma Power of Sale Mortgage Foreclosure Act", (Title 46, Oklahoma Statutes, Sections 43 through 47). The Mortgagee, at its option, may either exercise the power of sale or foreclose this Mortgage as provided by law in the event the Mortgagor:

- (a) defaults in the payment of any indebtedness secured hereby; or
- (b) fails to perform and other covenant or agreement contained herein or in any other indebtedness, obligation or agreement of the Mortgagor to the Mortgagee; or
- (c) sells, conveys, transfers, mortgages, hypothecates, or in any other manner ceases to be the owner of all or any portion or interest of the Mortgaged Property

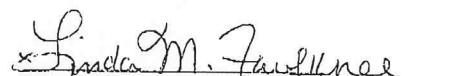
As often as any proceedings may be taken to foreclose this Mortgage, the Mortgagor agrees to pay the Mortgagee a reasonable attorney's fee of at least \$2,000.00 or 18 percent of the amount due, whichever is greater, in addition to other sums due, which shall be secured hereby. Upon the due payment of the indebtedness described above, and upon the performance of the other covenants and agreements hereof by the Mortgagor, this Mortgage shall become null and void, and discharged of record at the cost of the Mortgagor, which cost Mortgagor agrees to pay.

The Mortgagor, in the event of foreclosure hereunder, hereby waives appraisement of said premises, or not, at the option of the Mortgagee to be declared when the Petition to Foreclose is filed or when Judgment is taken.

"A power of sale has been granted in this mortgage. A power of sale may allow the Mortgagee to take the Mortgaged Premises and sell it without going to court in a foreclosure action upon default by the Mortgagor under this mortgage."

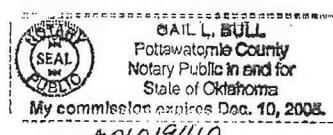
Signed and delivered this 26th day of March, 2004.

  
Lance E. Faulkner

  
Linda M. Faulkner

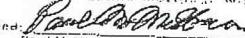
State of Oklahoma )  
 )ss:  
County of Pottawatomie )

BEFORE ME, the undersigned, a Notary Public in and for said County and State, this 26th day of March, 2004, personally appeared Lance E. Faulkner and Linda M. Faulkner, Husband and Wife, to me known to be the identical persons who executed the above and foregoing instrument and acknowledge to me that they executed the same as their own free and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and seal the day and year last written above.



My Commission Expires:  
(SEAL)

The undersigned hereby assumes, binds, and acts over,  
without recourse, to PM PROPERTY SALES, INC.,  
an Oklahoma limited liability company, all his rights  
title and interests in and to the certain Installment Note  
and / or Real Estate Mortgagor with "Power of Sale".

Signed:   
Paul M. Milburn, Trustee of the  
PAUL M. MILBURN TRUST, date: 4/1/11

201100006334  
 Filed for Record in  
 POTAWATOMIE OKLAHOMA  
 NANCY BRYCE, COUNTY CLERK  
 05-02-2011 At 11:27 am.  
 QCP 99.00

This Space reserved for Filing Stamps  
 Last Stamp 201100006334 PG 1 OF

## QUIT CLAIM DEED (INDIVIDUAL FORM)

THIS INDENTURE, Made this 29th day of April, 2011, made between Paul M. Milburn, Trustee of the PAUL M. MILBURN TRUST, u/t/a. 4/01/98, party of the first part, and MILBURN PROPERTY, L.L.C., party of the second part, Witnesseth, that said party of the first part, in consideration of the sum of TEN DOLLARS AND 00/100-----DOLLARS to him in hand paid, the receipt of which is hereby acknowledged, does hereby quit claim, grant, bargain, sell and convey unto the said party of the second part all his right, title, interest, estates, and every claim and demand, both at law and in equity, in and to all the following described property situated in Pottawatomie County, State of Oklahoma, to wit:

**SURFACE ONLY:** The East Half (E1/2) of the East Half (E1/2) of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section Three (3), Township Eight (8) North, Range Two (2) East of the Indian Meridian, Pottawatomie County, State of Oklahoma, containing 10.00 acres more or less. Subject to easements and rights-of-way of record.

AND

**SURFACE ONLY:** A tract of land in Government Lots Three (3) and Four (4) of Section One (1), Township Eight (8) North, Range Two (2) East of the Indian Meridian, Pottawatomie County, Oklahoma, said tract described by metes and bounds written by Timothy G. Pollard, PLS 1474, dated October 16, 2007 and based on a bearing of N89°46'21"W between existing monuments on the South line of said SW1/4 of Section 1, said tract further described as beginning at a point 149.43 feet N89°25'22"E and 298.62 feet S00°41'32"E of the Northwest Corner of said Lot 4 said point being the centerline of State Highway 102; thence N89°36'10"E, and parallel to the south line of said Lot 4, for a distance of 836.57 feet; thence N38°49'52"E for a distance of 228.94 feet; thence N89°36'10"E for a distance of 1423.22 feet; thence S12°54'37"E for a distance of 181.66 feet; thence S10°33'15"E for a distance of 176.20 feet; thence S89°36'10"W for a distance of 2528.98 feet to the centerline of State Highway 102; thence N16°53'23"E, on said centerline, for a distance of 181.53 feet to the point of beginning, containing 16.069 acres more or less and subject to easements and rights-of-way of record.

AND

**SURFACE ONLY:** Tract Six (6), AMBERWOOD MEADOW ESTATES, A tract of land in Government Lots Three (3) and Four (4) of Section One (1), Township Eight (8) North, Range Two (2) East of the Indian Meridian, Pottawatomie County, Oklahoma, said tract further described as beginning at a point 18.71 feet N89°25'22"E and 809.05 feet S00°41'32"E of the Northwest corner of said Lot 4, said point being the center line of State Highway 102; thence N89°36'10"E and parallel to the south line of said Lots 3 and 4 for a distance of 2610.18 feet; thence S02°13'02"E for a distance of 166.14 feet to the east line of said Lot 3; thence S89°36'10"W for a distance of 2629.36 feet to said center line; thence northerly, on a curve to the right, having a radius of 1930.19 feet, a chord of N04°23'16"E 166.64 feet, for an arc distance of 166.69 feet to the point of beginning, containing 9.991 acres more or less and subject to easements and rights-of-way of record.

According to Plat of Survey dated 2-17-99.

AND

SIGNATURE(S) AND ACKNOWLEDGMENT on page 44 of 44



**SURFACE ONLY:** Tract Five (5), SHADOWLAKE MEADOWS ESTATES, a tract of land being located in the Northwest Quarter (NW/4) of Section Six (6), Township Eight (8) North, Range Three (3) East of the Indian Meridian, Pottawatomie County, Oklahoma, described as follows: beginning at a point 1796.01 feet East of the Northwest Corner (NW/C) of the said NW/4: thence S00°44'21"E a distance of 1318.10 feet; thence N89°58'36"W a distance of 165.26 feet; thence N00°44'21"W a distance of 1318.03 feet; thence East a distance of 165.26 feet to the point of beginning, containing 5.00 acres, more or less and subject to easements and rights-of-way of record.

According to Plat of Survey dated 10-29-03

AND

**SURFACE ONLY:** Tract Six (6), SHADOWLAKE MEADOWS ESTATES, a tract of land being located in the Northwest Quarter (NW/4) of Section Six (6), Township Eight (8) North, Range Three (3) East of the Indian Meridian, Pottawatomie County, Oklahoma, described as follows: beginning at a point 1630.75 feet East of the Northwest Corner (NW/C) of the said NW/4: thence S00°44'21"E a distance of 1318.03 feet; thence N89°58'36"W a distance of 165.26 feet; thence N00°44'21"W a distance of 1317.97 feet; thence East a distance of 165.26 feet to the point of beginning, containing 5.00 acres, more or less and subject to easements and rights-of-way of record.

According to Plat of Survey dated 10-29-03

AND

**SURFACE ONLY:** Tract Seven (7), SHADOWLAKE MEADOWS ESTATES, a tract of land being located in the Northwest Quarter (NW/4) of Section Six (6), Township Eight (8) North, Range Three (3) East of the Indian Meridian, Pottawatomie County, Oklahoma, described as follows: beginning at a point 1465.49 feet East of the Northwest Corner (NW/C) of the said NW/4: thence S00°44'21"E a distance of 1317.97 feet; thence N89°58'36"W a distance of 165.27 feet; thence N00°44'21"W a distance of 1317.90 feet; thence East a distance of 165.27 feet to the point of beginning, containing 5.00 acres, more or less and subject to easements and rights-of-way of record.

According to Plat of Survey dated 10-29-03

AND

**SURFACE ONLY:** Tract Eight (8), SHADOWLAKE MEADOWS ESTATES, a tract of land being located in the Northwest Quarter (NW/4) of Section Six (6), Township Eight (8) North, Range Three (3) East of the Indian Meridian, Pottawatomie County, Oklahoma, described as follows: beginning at a point 1300.22 feet East of the Northwest Corner (NW/C) of the said NW/4: thence S00°44'21"E a distance of 1317.90 feet; thence N89°58'36"W a distance of 165.51 feet; thence N00°44'21"W a distance of 1308.76 feet; thence N82°04'03"E a distance of 65.66 feet; thence East a distance of 100.36 feet to the point of beginning, containing 5.00 acres, more or less and subject to easements and rights-of-way of record.

According to Plat of Survey dated 10-29-03

AND

**SURFACE ONLY:** Tract Nine (9), SHADOWLAKE MEADOWS ESTATES, a tract of land being located in the Northwest Quarter (NW/4) of Section Six (6), Township Eight (8) North, Range Three (3) East of the Indian Meridian, Pottawatomie County, Oklahoma, described as follows: beginning at a point 1134.71 feet East and 9.06 feet South of the Northwest Corner (NW/C) of the said NW/4: thence S00°44'21"E a distance of 390.16 feet; thence N49°55'41"W a distance of 324.18 feet; thence N38°49'33"E a distance of 134.33 feet; thence N56°14'03"E a distance of 124.23 feet; thence N82°04'03"E a distance of 56.09 feet to the point of beginning, containing 1.25 acres, more or less and subject to easements and rights-of-way of record.

According to Plat of Survey dated 10-29-03.

AND

AND

**SURFACE ONLY:** All property lying between The North boundary line of Tract Six (6) and the existing fence South of said boundary as shown on the plat of survey dated March 26, 2001 and revised May 17, 2001, WOODPARK ESTATES, A tract of land in the Southeast Quarter (SE1/4) of Section Nine (9), Township Nine (9) North, Range Two (2) East of the Indian Meridian, Pottawatomie County, Oklahoma, said tract further described as beginning at a point on the North line of said SE1/4, 829.69 feet N89°52'12"E and 2625.22 feet N00°27'49"W of the Southwest Corner of said SE1/4; thence N89°51'31"E, on said North line, for a distance of 163.44 feet to the Northeast Corner of the W1/2-E1/2-W1/2-SE1/4; thence S00°29'50"E for a distance of 8.80 feet; thence N87°03'38"W for a distance of 163.73 feet to the point of beginning, containing 0.016 acres more or less and subject to easements and rights of way of record.

According to Plat of Survey dated March 26, 2001 and revised May 17, 2001.

"EXEMPT DOCUMENTARY STAMP TAX - 68 O.S. 3202, Paragraph 4."

together with all and singular the hereditaments and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the above described premises unto the said party of the second part heirs and assigns forever, so that neither he, the said party of the first part nor any person in his name and behalf, shall or will hereafter claim or demand any right or title to the said premises or any part thereof; but they and everyone of them shall by these presents be excluded and forever barred.

In Witness Whereof, the said party of the first part has Hereunto set his hand the day and year first written above.



Paul M. Milburn, Trustee of the  
PAUL M. MILBURN TRUST, u/t/a, 4/01/98

STATE OF OKLAHOMA )  
SS:  
COUNTY OF POTAWATOMIE)

INDIVIDUAL ACKNOWLEDGE  
OKLAHOMA FORM

Before me, the undersigned, a Notary Public in and for said County and State on this 29th day of April, 2011, personally appeared Paul M. Milburn, Trustee of the PAUL M. MILBURN TRUST, u/t/a, 4/01/98, to me known to be the identical person who executed the within and foregoing instruments and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.




Connie L. Dragg  
Notary Public

Commission Number: 03007422  
My commission expires: May 10, 2011